

BEFORE THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

IN RE: THE MATTER OF)
THE DISPUTE BETWEEN THE DUPAGE COUNTY)
EMERGENCY TELEPHONE SYSTEM BOARD AND)
SOUTHWEST CENTRAL EMERGENCY SYSTEM)
BOARD REGARDING U.S. POSTAL ZIP CODES 60514)
AND 60527)

NOTICE OF FILING

TO: Steve Wieland	Mr. William Shanley
Manager	Director
Wireless Emergency Telephone Safety Act	Southwest Central Emergency
Illinois Department of Central	Telephone System Board
Management Services	7611 West College Drive
726 South College Street	Palos Heights, IL 60463
Springfield, IL 62704	

Please take note that on the 12th day of July, 2002, I caused to be filed with the Illinois Department of Central Management Services, DuPage County Emergency Telephone System Board's Responsive Position Statement, a copy of which accompanies this Notice.

Patrick K. Bond
Patrick K. Bond
Attorney for DuPage County ETSB

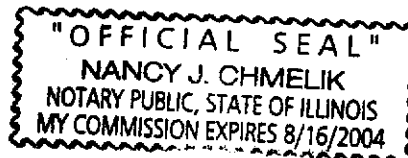
PROOF OF SERVICE

The undersigned, an attorney, on oath, states that he caused this Notice of Filing and document referred to therein be delivered to each person to whom it is directed on the 12th day of July, 2002, via facsimile transmission, electronic mail transmission, Federal Express/Overnight Delivery and U.S. Mail, proper postage prepaid.

Sam A. King

SUBSCRIBED and SWORN to before me
this 12th day of July, 2002.

Nancy J. Chmelik
Notary Public



BOND, MORK & DICKSON, P.C.
203 E. Liberty Drive
Wheaton, Illinois 60187
(630) 681-1000
Atty. No. 004

BEFORE THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

**IN RE: THE MATTER OF)
THE DISPUTE BETWEEN THE DUPAGE COUNTY)
EMERGENCY TELEPHONE SYSTEM BOARD AND)
SOUTHWEST CENTRAL EMERGENCY SYSTEM)
BOARD REGARDING U.S. POSTAL ZIP CODES 60514)
AND 60527)**

**DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD'S
POSITION STATEMENT REGARDING U.S. POSTAL ZIP CODES 60514 AND 60527**

NOW COMES THE DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, by and through its attorneys, Patrick K. Bond, BOND, MORK & DICKSON, P.C., and in support of its statutory entitlement to the wireless 9-1-1 surcharge monies in U.S. Postal Zip Codes 60514 and 60527, states as follows unto the Illinois Department of Central Management Services:

Prefatory Remarks

The instant dispute stems from an impasse between the DuPage County Emergency Telephone System Board (hereinafter referred to as the "DUPAGE ETSB") and Southwest Central Dispatch Emergency Telephone System Board (hereinafter referred to as the "SOUTHWEST CENTRAL"). The Emergency Telephone System Act (hereinafter referred to as the "ACT") created the DUPAGE ETSB. 50 ILCS 750/15.4. ^{WIRELINE} As part of its statutory obligations, pursuant to the ACT, and the ordinance creating it, the DUPAGE ETSB is authorized to receive surcharge monies for deposit into the Emergency Telephone System Fund and to make authorized disbursements from the Fund. 50 ILCS 750/15.14 (b)(3) and (4). The ACT further authorizes the imposition of a monthly

surcharge on billed subscribers of network connections provided by telecommunication carriers within the service area. 50 ILCS 750/15.3 (a). The surcharge, however, is predicated upon the passage of a duly authorized public question by the electors of DuPage County, in accordance with the Illinois Election Code and the ACT. 50 ILCS 750/15.3 (c). On April 4, 1989, the electors of DuPage County authorized the imposition of a monthly surcharge of up to .50 cents per month per network connection. (See Exhibit "A" attached hereto and incorporated herein by reference). On September 11, 1991, the DUPAGE ETSB became operational.

Since the time of the implementation of the 9-1-1 service, wireless telecommunication devices have become more prevalent. Increasingly, the number of emergency 9-1-1 telephone calls have been generated from wireless communication devices. On the basis of the tremendous increase in the use of wireless telephones and communication devices, and at the urging of the DUPAGE ETSB, among other agencies, the Illinois Legislature enacted the Wireless Emergency Telephone System Safety Act (hereinafter referred to as the "WIRELESS ACT"). The WIRELESS ACT was originally enacted to address the concerns that land line surcharge monies were being inappropriately used in providing wireless emergency 9-1-1 service. The WIRELESS ACT was designed to provide revenue to emergency telephone system boards, among others, and to properly fund the handling of wireless 9-1-1 calls.

The WIRELESS ACT itself contemplates that existing emergency telephone system boards would continue to provide service to their established service areas while receiving funds to defray the cost of providing enhanced 9-1-1 service. However, despite this clear legislative mandate, SOUTHWEST CENTRAL has sought a resolution from the Village of Willowbrook declaring that SOUTHWEST CENTRAL receive all wireless calls originating in the Village of Willowbrook and

that 39 % of the wireless 9-1-1 surcharge monies received for United States Postal Zip Code 60527, encompassing the Village of Willowbrook, be paid directly to SOUTHWEST CENTRAL. SOUTHWEST CENTRAL also seeks 85% of the wireless 9-1-1 surcharge monies received for United States Postal Zip Code 60514, encompassing the Village of Clarendon Hills. It is the contention of the DUPAGE ETSB that the disbursement of wireless 9-1-1 surcharge monies collected by CMS on wireless communication devices within the jurisdictional boundary or "footprint" of the DUPAGE ETSB must be distributed directly to the DUPAGE ETSB and can be further disbursed only pursuant to Intergovernmental Agreement. The instant Position Statement is submitted in support of the DUPAGE COUNTY ETSB'S contention.

*Dupage
Position
Statement*

Argument

The Jurisdictional Service Area for Enhanced Wireless 9-1-1 is Identical to the Service Area of the DuPage County ETSB'S Land Line 9-1-1 System

*is this
a true
statement*

The WIRELESS ACT served as an adjunct to the ACT. The WIRELESS ACT was not intended to, nor does it, create entities not contemplated under the original ACT. Nor was the WIRELESS ACT intended to restrict any of the statutory duties or authorities imposed upon any existing ETSB. The passage of the WIRELESS ACT did not impact the jurisdictional boundaries or service area of the DUPAGE ETSB.

As such, neither the Illinois Commerce Commission, (hereinafter referred to as "ICC") nor the Department of Central Management Services, (hereinafter referred to as "CMS") possess the legal authority to alter the monies received for the wireless service area or "footprint" from that of the land line service area. To do so would thwart and frustrate both the Referenda passed on April 4, 1989, as well as the WIRELESS ACT while divesting the will of the electorate and running afoul

of the mandate of the people.

Is this a true statement?

CMS is Mandated by Statute to Distribute the Funds for the Wireless Service Within the DuPage County ETSB Service Territory to DuPage County ETSB

The only disputes CMS is authorized, under the WIRELESS ACT, to resolve are subscriber billing addresses. 50 ILCS 751/25. CMS, as a creature of statute, possesses only that authority and those powers conferred upon it by the legislature. As such, the authority of CMS is extremely limited, particularly in the context of the administration of the enhanced wireless service funds.

As a matter of historical reference, CMS was designated as a receptacle and distribution agency for the Wireless Service Fund. The legislators sought a state agency to oversee the administration of the funds, thereby making it subject to a state audit. Respectfully, CMS is without any authority upon which to redirect wireless funds, which were properly imposed, pursuant to Referenda and in accordance with the WIRELESS ACT, from the DUPAGE ETSB. SOUTHWEST CENTRAL has been unable to provide any legal authority upon which their position, that they are entitled to certain of the funds, is premised. The position of SOUTHWEST CENTRAL goes well beyond the limited scope of authority granted to CMS under the WIRELESS ACT.

Further, the contention of SOUTHWEST CENTRAL that it should be entitled to wireless 9-1-1 surcharge money from within the DUPAGE ETSB land line service area is not only unsupported by law it is also unsupported by fact. According to the factual data obtained by the DUPAGE ETSB from Motorola Centralink ⁹¹¹ Data Mining Program, 12,217 wireless emergency 9-1-1 calls were answered by the DuPage County Sheriff's Department as the DUPAGE ETSB designated and authorized answering point in March 2002. The total wireless 9-1-1 calls transferred to SOUTHWEST CENTRAL for March 2002 was only 96, constituting a mere .78% of the total

calls received by the DuPage County Sheriff's Department. (See Exhibit "B" attached hereto and incorporated herein by reference). The figures for March 2002 are reflective of the call volume data for DuPage County on a monthly basis. The SOUTHWEST CENTRAL call volume represents an insignificant percentage of the total wireless call volume. It would be virtually impossible to segregate by cell site face this very small amount of calls from the total as being in SOUTHWEST CENTRAL'S dispatch area. Accordingly, the argument advanced by SOUTHWEST CENTRAL that these calls significantly impact their call volume is simply unsupported by the actual call data.

DUPAGE ETSB remains willing to enter into an equitable Intergovernmental Agreement which provides surcharge monies to SOUTHWEST CENTRAL consistent with the call volume received from the affected United States Postal Zip Codes, 60514 and 60527. SOUTHWEST CENTRAL has elected to refuse to engage in any further discussions relative to an Intergovernmental Agreement.

**SOUTHWEST CENTRAL has failed to negotiate in good faith
thus preventing amicable resolution of this dispute**

Despite significant efforts on the part of the DUPAGE ETSB, SOUTHWEST CENTRAL has refused to continue good faith negotiations relative to the instant dispute. On May 7, 2002, CMS, at the direction of the DUPAGE ETSB, drafted a Shared Zip Code Intergovernmental Agreement for United States Postal Zip Code 60527. (See Exhibit "C" attached hereto and incorporated herein by reference). The purpose of the Shared Zip Code Intergovernmental Agreement was to identify the shared zip codes and the percentages of the shared zip codes for purposes of reimbursement of the Wireless 9-1-1 Surcharge to the appropriate ETSB. The Shared Zip Code Intergovernmental Agreement did not change the current Call Handling or Aid Outside Jurisdictional Boundary agreements which are in place between the parties. SOUTHWEST

CENTRAL took no action with respect to said Shared Zip Code Intergovernmental Agreement.

In May, 2002, a draft Wireless 9-1-1 Addendum to the original June 1993 Intergovernmental Agreement between the parties was proposed to SOUTHWEST CENTRAL which would allow for allocation of a certain United State's Postal Service Zip Code percentage between DUPAGE ETSB and SOUTHWEST CENTRAL. (See Exhibit "D", attached hereto and incorporated herein by reference.) The original contract was the result of intergovernmental cooperation between the parties and was executed to account for the distribution of monthly surcharge funds for land line 9-1-1 service. The proposed addendum, which provided for a computation of an equitable division of the wireless surcharge, was intended to reflect the previous environment of cooperation between the parties consistent with the original Agreement. The surcharge distribution set forth in the proposed Addendum was reflective of the Zip Code percentage attributable to the respective 9-1-1 service provider with an adjustment to account for the service of a particular area served by Tri-State Fire Protection District, which is funded by the DUPAGE ETSB.

It was understood that the parties would continue to negotiate and finalize the terms and conditions of the final addendum. SOUTHWEST CENTRAL, however, urged both the Village of Willowbrook and the Village of Clarendon Hills to undertake official action attempting to establish the surcharge money to which it is entitled by way of a declaration from these municipal entities. (A copy of the Willowbrook Resolution is attached hereto and incorporated herein by reference as Exhibit "E.") Not only is the action of these municipalities without lawful authority, the actions of SOUTHWEST CENTRAL are manifestly improper.

The DUPAGE ETSB, in accordance with the proposed Intergovernmental Agreement, remains committed to provide a seamless enhanced wireless 9-1-1 service, while fairly compensating those entities and agencies which provide the services.

Conclusion

For the reasons set forth herein, by operation of law, the only entity for which it is statutorily permissible for the Department of Central Management Services to direct funds is the DuPage County Emergency Telephone System Board. Any direct distribution in contravention of the law to Southwest Central is without lawful authority, and a violation of the DuPage County Emergency Telephone System Board's statutory obligations with respect to the surcharge monies and exceeds the statutory authority of the Department of Central Management Services and the Illinois Commerce Commission.

Wherefore, the DuPage County Emergency System Board respectfully requests that the Department of Central Management Services immediately release the entire wireless 9-1-1 surcharge monies to which it is entitled within the 60514 and 60527 United State's Postal Zip Codes.

Respectfully Submitted,
DUPAGE COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD


Patrick K. Bond, Legal Counsel

DUPAGE COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD
BOND, MORK & DICKSON, P.C.
203 East Liberty Drive
Wheaton, IL 60187
(630) 681-1000
Fax: (630) 681-1020

CERTIFICATION

STATE OF ILLINOIS)
DUPAGE COUNTY)
ELECTION COMMISSION) SS.

I, Robert T. Saar, Executive Director of the DuPage County Election Commission, in the County and State aforesaid, and keeper of the records and files thereof, do hereby certify that the attached is a true and correct copy of the Election results for the April 4, 1989, Consolidated General Election Official Ballot for the DuPage County Public Proposition:

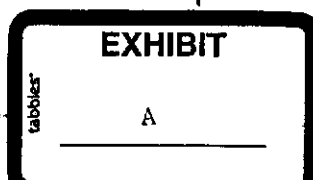
Shall the County of DuPage impose a surcharge of up to .50 cents per month per network connection on telecommunication carriers, which surcharge expense will be added to the monthly bill you receive for telephone or telecommunications charges, for the purpose of installing (or improving) a 911 emergency telephone system.

All, which appears from the records and files of said Election Commission.

Given under my Hand and official Seal of said Board at Wheaton, Illinois this 24th day of June, 2002 A.D.

(Seal)


Robert T. Saar
Executive Director



** OFFICIAL RESULTS ** CONSOLIDATED ELECTION

SUMMARY REPORT	FINAL REPORT	PRECINCT TOTAL PERCENT	GRAND TOTAL PERCENT
NUMBER OF PRECINCTS			644
PRECINCTS COUNTED			644 100.0

NUMBER OF REGISTERED VOTERS IN PRECINCT	385,006	
TOTAL BALLOTS CAST	131,966	34.2

TOTAL INVALID S/P BALLOTS		
TOTAL BLANK BALLOTS	1,352	

*** * DUPAGE COUNTY * ***
* * PUBLIC PROPOSITION * *

NUMBER OF PRECINCTS	644	
PRECINCTS COUNTED	644	100.0

NUMBER OF REGISTERED VOTERS	385,006	
TOTAL BALLOTS COUNTED	131,966	34.2

SHALL THE COUNTY OF DUPAGE IMPOSE A SURCHARGE
OF UP TO .50 CENTS PER MONTH PER NETWORK CONNECTION
ON TELECOMMUNICATIONS CARRIERS, WHICH SURCHARGE
EXPENSE WILL BE ADDED TO THE MONTHLY BILL YOU
RECEIVE FOR TELEPHONE OR TELECOMMUNICATIONS
CHARGES, FOR THE PURPOSE OF INSTALLING (OR
IMPROVING) A 911 EMERGENCY TELEPHONE SYSTEM....

YES	192	66.713	55.6
NO	195	53.284	44.4

**** 12,217 Total wireless 911 calls received March 2002

Transfer Number	Totaled Transfer	
12 Landline FD/EMS tr	291	2.38%
20 DuComm zone 2	2279	18.65%
21 DuComm Fire	86	0.70%
22 Addison Police	192	1.57%
23 Bloomingdale	206	1.68%
24 Bensenville	144	1.17%
25 Will County SO	2	0.00%
27 Oak Brook	103	0.84%
28 Bolingbrook	23	0.18%
29 Cook County SO	19	0.15%
30 Chicago	67	0.54%
31 Woodridge	114	0.93%
32 Kane Co So	27	0.22%
33 TriCom	57	0.46%
34 ISP Dist 15	794	6.49%
35 ISP Dist 2	511	4.18%
36 ISP Dist 3	37	0.30%
37 Downers Grove	331	2.70%
38 ISP Dist 5	86	0.70%
39 Naperville	152	1.24%
41 Darien Area Disp	198	1.62%
42 Northwest Central	42	0.34%
43 Southwest Central	96	0.78%
44 Aurora	205	1.67%
45 Elgin PD	18	0.36%
47 Romeoville PD	3	0.00%
48 Westmont	145	1.18%

6026 tranfers 49.32% of Total \

Raw 911 call data collected directly from Motorola Centralink 91

Data mining programming completed by David Biedron - System

Data analysis and chart graphics prepared by Vidas Germanas

EXHIBIT

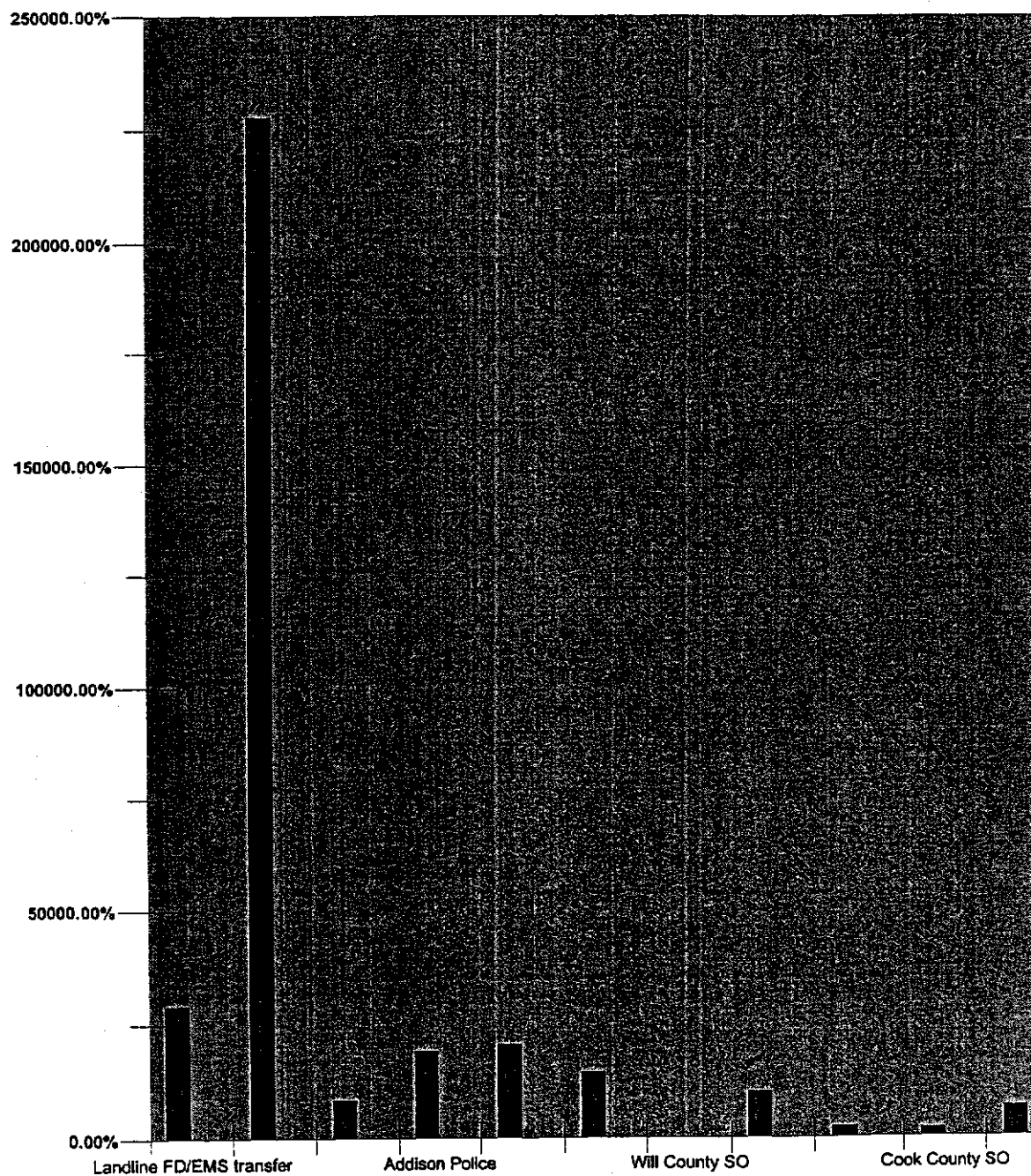
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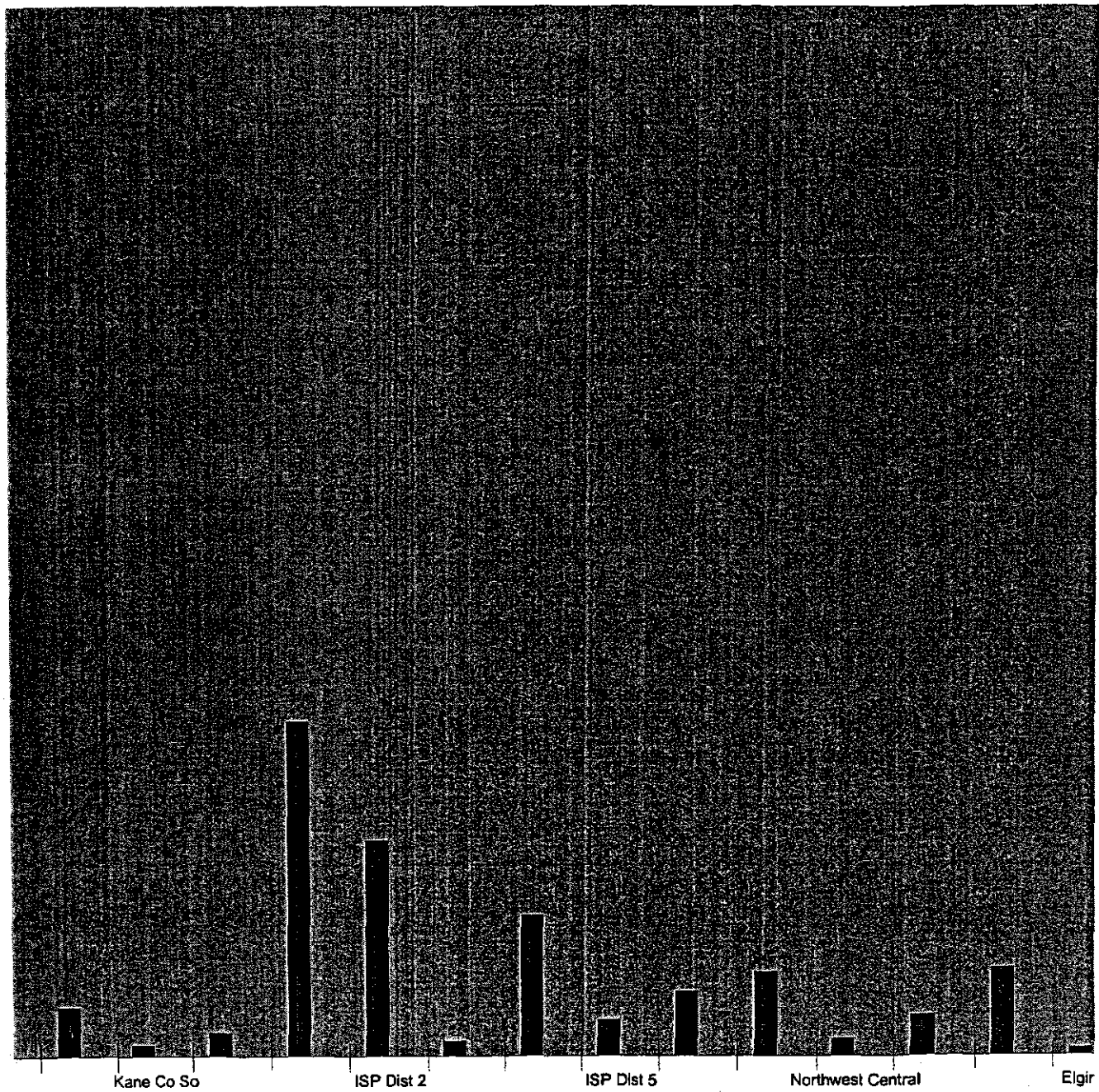
FD/EMS transfer

DuComm zone 2

mm Fire
r Police
cale



Percentage of total 911 calls received



Shared Zip Code Intergovernmental Agreement

Date May 7, 2002

Southwest Central ETSB
7611 W. College Drive
Palos Heights, Illinois 60463

DuPage County ETSB
421 N. County Farm Road
Wheaton, Illinois 60187

Attention:

Re: Zip Code - 9-1-1 Wireless Surcharge - Distribution Percentages

This agreement is made between the DuPage County Emergency Telephone System Board and Southwest Central Emergency 911 System acting as the wireless 911 provider for Burr Ridge ETSB for the purpose of establishing 9-1-1 Wireless Surcharge reimbursement in areas where Zip Code are present in both systems jurisdictions. The need for this agreement is outlined in the Illinois Register, Department of Central Management Services, Title 83 Public Utilities, Part 1000, Administration of Funds created by the Wireless Emergency Telephone Safety Act, Section 1000.410.

The following identifies the shared zip code and the percentages present in the counties sharing the zip code as determined by information received from the postal authority in each area. The percentage is based on total postal delivery points physically located in each jurisdiction identified.

Zip Code	Community Percentage	County	Percentage	County	Percentage	County
60527	SW Central		31	DuPage	69	

This agreement will be reviewed annually and modified as needed to correct percentages in areas where significant change has occurred.

This agreement in no way affects or changes current Call Handling (Exhibit 8) and Aid Outside Jurisdiction Boundary (Exhibit 9) agreements which are in place between systems or agencies in these systems.

Southwest Central ETSB

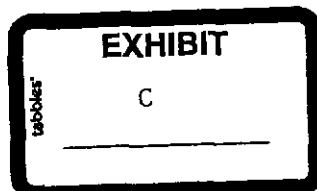
DuPage County ETSB

By: _____

By: _____

Title: _____

Title: _____



RESOLUTION ETS-0001a-93

**CONTRACT BETWEEN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM AND
THE DU PAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR
ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE AND
WIRELESS 9-1-1 ADDENDUM**

WHEREAS, 50 ILCS 750/15.3, provides that municipalities and counties are authorized to pass an ordinance to impose a monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of any municipality or county for the purpose of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, the majority of voters of the County of DuPage approved the question on April 4, 1989, to allow the residents within the corporate boundaries of the County of DuPage, to impose a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers for purposes of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, pursuant to the April 4, 1989, referendum, the County of DuPage has collected the 50 cent monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers from the residents of the County of DuPage commencing November 1, 1989; and

WHEREAS, the Village of Willowbrook - Police Department and Fire Department of the DuPage County Emergency Telephone System Board and Southwest Central Dispatch, and intergovernmental association; and

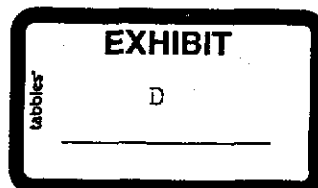
WHEREAS, the Village of Clarendon Hills - Police Department Fire Department is a member of the DuPage County Emergency Telephone System Board and Southwest Central Dispatch, and intergovernmental association; and

WHEREAS, the Southwest Central 9-1-1 System and the County of DuPage have determined that there presently exists a need for installing or improving the 9-1-1 Emergency Telephone System which will serve all the residents within the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department; and

WHEREAS, the DuPage County Emergency Telephone System Board is desirous of obtaining E-9-1-1 System on behalf of the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department.

NOW, THEREFORE BE IT RESOLVED THAT, the Chairman of the DuPage County Emergency Telephone System Board is hereby authorized to enter in the Contract (attached hereto and made a part of hereof and the wireless 9-1-1 addendum); and

BE IT FURTHER RESOLVE THAT copies of the foregoing be sent to the Treasurer - Attn: John Novak; Southwest Central 9-1-1 System, 7611 W. College Dr., Palos Heights, Ill. 60463-1008; DuPage County Emergency Telephone System Board 421 N. County Farm Road, Wheaton Illinois 60187.



Enacted this _____ day of _____, 2002 in Wheaton, Illinois.

Robert A. Heap, Chairman
DuPage County Emergency Telephone
System Board

ATTEST:

Thomas K. Janaes, Secretary
DuPage County Emergency Telephone System Board

**CONTRACT BETWEEN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM AND
THE DUPAGE COUNTY EMERGENCE TELEPHONE SYSTEM BOARD FOR
ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE AND
WIRELESS 9-1-1 ADDENDUM**

THIS AGREEMENT is made and entered into this first day of June, 1993, between the **DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**, and appointed board pursuant to statute, and **SOUTHWEST CENTRAL 9-1-1 SYSTEM**, an intergovernmental cooperation association.

WHEREAS, 50 ILCS 50/15.3, provides that municipalities and counties are authorized to pass an ordinance to impose a monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of any municipality or county for the purpose of installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, the majority of voters of the County of DuPage approved the question on April 4, 1989, to allow the residents within the corporate boundaries of the County of DuPage, to impose a monthly surcharge on billed subscribers of network connection provided by telecommunication carriers for purposes if installing or improving a 9-1-1 Emergency Telephone Service; and

WHEREAS, pursuant to the April 4, 1989, referendum, the County of DuPage has collected the 50 cent monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers from the residents of the County of DuPage commencing November 1, 1989; and

WHEREAS, the Village of Willowbrook - Police Department is a member of the DuPage County Emergency Telephone System Board and the Village of Willowbrook is a member of Southwest Central Dispatch, an intergovernmental cooperation association which provides combined public safety telecommunications for the Village of Willowbrook's Police Department. Southwest Central Dispatch and Southwest Central 9-1-1 System are separate and distinct intergovernmental associations; and

*Dispatch
is
different
than syst
what
does
this
mean*

WHEREAS, the Village of Clarendon Hills - Police Department and Fire Department is a member of the DuPage County Emergency Telephone System Board and the Village of Clarendon Hills is a member of Southwest Central Dispatch, an intergovernmental cooperation association which provides combined public safety telecommunications to its members and provides public safety telecommunications for the Village of Clarendon Hills' Police Department and Fire Department. Southwest Central Dispatch and Southwest Central 9-1-1 System are separate and distinct intergovernmental associations; and

} ?

WHEREAS, Southwest Central Dispatch and the County of DuPage have determined that there presently exists a need for installing or improving the 9-1-1 Emergency telephone System which will serve all the residents within the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department; and

WHEREAS, the DuPage County Emergency Telephone System Board is desirous of obtaining E-9-1-1 emergency dispatch service from the Southwest Central 9-1-1 System on behalf of the Village of Willowbrook - Police Department and the Village of Clarendon Hills - Police Department and Fire Department.

NOW, THEREFORE, based upon the above premises, the conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESCISSION RESOLUTION ETS-004-91
Resolution ETS-004-91, dated April 18, 1991, is hereby rescinded.

2. E-9-11 SERVICE

The Southwest Central 9-1-1 System shall provide enhanced 9-1-1 emergency telephone service to the Village of Willowbrook and all of its residents within the boundaries of the Village of Willowbrook, and to the Village of Clarendon Hills and all of its residents within the boundaries of the Village of Clarendon Hills pursuant to the terms of this Agreement. For purposes of this provision, Enhanced 9-1-1 Emergency Telephone Service shall include, but it is not necessarily limited to, an Enhanced 9-1-1 System with ANI (Automatic Number Identification) and ALI (Automatic Location Identification) and Selective Routing, along with all equipment necessary for compliance with the provisions of 83 Illinois Administrative code, Part 725, Standards of Service Applicable to 9-1-1 Emergency Systems (General Order 207) as now enacted or hereafter amended. It is the intent of the parties hereto that the Village of Willowbrook and the Village of Clarendon Hills shall not be members of Southwest Central 9-1-1 System. However in accordance with this contract, Southwest Central 9-1-1 System will provide to the Village of Willowbrook and the Village of Clarendon Hills the same services and equipment that it provides to the members of Southwest Central 9-1-1 System.

3. SURCHARGE

The DuPage County Emergency Telephone System Board, hereby agrees and authorizes the DuPage County Treasurer to transfer funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connection provided by telecommunication carriers pursuant to the referendum approved by the voters of DuPage County on April 4, 1989, and within the Village of Willowbrook and the Village of Clarendon Hills. Pursuant to the Ordinance (OFI-03a-89 enacted by the DuPage County Board on October 19, 1989) imposing the 50 cents per month billed subscribers of network connection provided by telecommunications carriers and minus the 3% deducted from the gross amount of the surcharge collected to reimburse the telecommunications carriers for expenses, the DuPage County Emergency Telephone System Board shall remit at the rate of 16 cents for the Village of Willowbrook Police Department and 32 cents for the Village of Clarendon Hills Police Department and Fire Department per month on billed subscribers of network connection provided by telecommunications carriers commencing for collections made June 1, 1993, to the Southwest Central 9-1-1 System on a monthly basis for payment for 9-1-1 emergency services provided to the Village of Willowbrook and Village of Clarendon Hills. The rate of payments shall be modified in the event Illinois Bell Telephone increases the access line charge per 1,000 lines of network connection. As of June 1, 1993, the access charge per 1000 lines of network connection is \$150.00 or 15 cents per line.

4. COMPUTATION OF SURCHARGE

Computation of the funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connection telecommunications carriers in the Village of Willowbrook and the Village of Clarendon Hills shall be based on the number of access lines in the Village of Willowbrook and the Village of Clarendon Hills as of August 1, 1992. The computation of funds collected pursuant to the monthly surcharge imposed on billed subscribers of network connections on telecommunications carriers in the Village of Willowbrook and Village of Clarendon Hills shall be reviewed annually every August, commencing

August 1, 1993, and every year thereafter. The computation of funds shall be based upon Illinois Bell's records pertaining to the number of access lines in the Village of Willowbrook and the Village of Clarendon Hills during the month of August. Any and all modifications to the computation of funds collected pursuant to the monthly surcharge in the Village of Willowbrook and Village of Clarendon Hills (based on increased or decreased number of access lines) shall take effect on December 1 of each year following the August 1 review. Said areas shall be updated to include any and all annexations to the Village of Willowbrook and the Village of Clarendon Hills.

5. MASTER STREET ADDRESS GUIDE

The Southwest Central 9-1-1 System shall be responsible for maintenance of the master street address guide (MSAG) for the Village of Willowbrook and the Village of Clarendon Hills.

6. ILLINOIS BELL MONTHLY LINE CHARGE AND INITIAL INSTALLATION COST

The DuPage County Emergency Telephone System Board shall also be responsible for payment of the monthly phone line charges and the initial installation costs from Illinois Bell Telephone to the DuPage County Emergency Telephone System board on behalf of the Village of Willowbrook and the Village of Clarendon Hills. In the event, the monthly phone line charges from Illinois Bell Telephone shall increase or decrease, the DuPage County Emergency Telephone System Board reserves the right to request a modification to the terms of this Agreement pursuant to the terms specified herein and in paragraph 12.

7. ANI, ALI, SELECTIVE ROUTING

The Southwest Central 9-1-1 System shall provide Automatic Number Identification (ANI), Automatic Location Identification (ALI) and Selective Routing to the Village of Willowbrook and the Village of Clarendon Hills no later than the implementation date for Enhanced 9-1-1 for the majority of the members of the Southwest Central 9-1-1 System.

8. THIRD PARTY BENEFICIARY

The Southwest Central 9-1-1 System and the DuPage County Emergency Telephone System Board shall be governed by and comply with the terms of this Contract, and the parties hereto agree to take whatever action may be necessary to be so governed and to comply with the terms of this Contract. The Village of Willowbrook and the Village of Clarendon Hills shall be a third party beneficiary hereto.

9. TERM

The term of this Contract shall be concurrent with the membership of the Village of Willowbrook and the Village of Clarendon Hills in Southwest Central Dispatch. In the event, the Village of Willowbrook and/or the Village of Clarendon Hills shall no longer be members of Southwest Central Dispatch, this Contract shall be deemed null and void. All monies due and owing the Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

10. CANCELLATION AND TERMINATION

This contract may be cancelled by either party for any reason upon sixty (60) days written notice to the other party. Said written notice shall be either delivered personally or mailed by certified, return receipt requested, to the party at its address set out in paragraph 12 of this contract (or amended address as provided for in paragraph 12). In the case of mailing, the date of mailing shall be deemed effective date notice was tendered in accordance with this paragraph. All monies due and owing Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

11. **INSURANCE AND INDEMNIFICATION**

Southwest Central 9-1-1 System shall cause DuPage County Emergency Telephone System Board and the County to be named as additional insured's on the insurance policy maintained by Southwest Central 9-1-1 System to insure against liability to third persons for the operation of the Emergency 9-1-1 Telephone System operated by Southwest Central 9-1-1 System.

12. **NOTICES**

All notices under this contract from one party to the other shall be in writing and be personally delivered or mailed by certified mail, return receipt requested to the address listed below. In the case of mailing the date of mailing shall be deemed the effective date of notice under this contract.

DuPage County Emergency Telephone System Board
421 N. County Farm Road
Wheaton, Illinois 60187

Southwest Central 9-1-1 System
7611 W. College Drive
Palos Heights, Illinois 60463-1008

Either party may change the address it desires to receive notice under this contract by notifying the other party in writing either by personal delivery of notice or by mailing said notice by certified mail, return receipt requested.

13. **EFFECTIVE DATE**

This agreement shall be effective when signed by the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System and the modification approved by the Illinois Commerce Commission. This Agreement may be modified only upon the consent of both the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System. In order for said modification to be effective, said modification must be in writing and signed by an authorized representative of the DuPage Emergency Telephone System Board and an authorized representative of the Southwest Central 9-1-1 System.

IN WITNESS WHEREOF, the undersigned parties caused this Contract to be duly executed and attached herewith is a copy of the resolution of the DuPage County Emergency Telephone System Board authorizing the signing official to execute this Contract. This document may be signed in duplicate originals.

SIGNATURES

WIRELESS 9-1-1 ADDENDUM

This Wireless 9-1-1 Addendum entered in to this _____ day of _____, 2002 in Wheaton, Illinois shall be in addition to the terms and conditions of the contract between Southwest Central 9-1-1 System and the DuPage County Emergency Telephone System Board for Enhanced 9-1-1 Emergency Telephone Service.

The terms and the conditions of the Wireless 9-1-1 Addendum are based on the statutory enabling legislation contained in 50 Illinois Compiled Statutes 751/25 and for other good and valuable consideration. The terms and conditions are as follows:

1. PREAMBLE

Pursuant to 50 Illinois Compiled Statutes 751/1 et seq., the DuPage County Emergency Telephone System Board is the legal entity authorized to provide wireless 9-1-1 emergency telephone service to the Village of Clarendon Hills and the Village of Willowbrook. In addition, the terms and conditions of the foregoing contract contained in Resolution ETS-0001-93 established a contractual relations between the DuPage County Emergency Telephone System Board and Southwest Central 9-1-1 System for the provision of enhanced 9-1-1 service to the Village of Clarendon Hills and the Village of Clarendon Hills. In order to provide consistency between enhanced 9-1-1 telephone service for wireline and 9-1-1 telephone service for wireless, the DuPage County Emergency Telephone System Board and Southwest Central 9-1-1 find it is necessary to amend the existing contractual relationship to include 9-1-1 emergency telephone service for wireless.

2. WIRELESS 9-1-1 EMERGENCY TELEPHONE SERVICE

The DuPage County Emergency Telephone System shall provide wireless 9-1-1 emergency telephone service to all calls originating in zip code area of 60527 (or as hereafter modified by the United States Postal Service) - the Village of Willowbrook and unincorporated DuPage County and zip code area 60514 (or as hereafter modified by the United States Postal Service)- the Village of Clarendon

Hills and unincorporated DuPage County. In the event wireless 9-1-1 telephone technology shall enable the 9-1-1 public safety answering point to receive automatic number identification and automatic location identification of a wireless 9-1-1 emergency telephone call, the DuPage County Emergency Telephone System Board shall renegotiate the provisions of Paragraph 2 herein, to enable Southwest Central 9-1-1 System to answer wireless 9-1-1 emergency telephone calls originating in zip code area of 60527 (or as hereafter modified by the United States Postal Service) - the Village of Willowbrook and zip code area 60514 (or as hereafter modified by the United States Postal Service)- the Village of Clarendon Hills.

3. ZIP CODES AND PERCENTAGES

The DuPage County Emergency Telephone System Boards and Southwest Central 9-1-1 System mutually agree that the following zip codes and percentages attributable to the respective 9-1-1 is accurate as of the date of this Addendum. The accuracy of the zip codes and percentages shall be reviewed annually in conjunction with the annual review required in Paragraph 3 of the wireline contract. The annual review shall be conducted every August 1 and every year thereafter.

ZIP CODE CENTRAL	DUPAGE COUNTY	SOUTHWEST
60521	100%	0%
60527	30%	70%
60514	15%	85%

In the event the United States Postal Service shall modify any of the above referenced zip codes or shall establish a new zip for any of the above referenced areas, the zip code and the percentages shall be subject to annual modification by the terms of this Addendum.

4. SURCHARGE

The DuPage County Emergency Telephone System Board, hereby agrees and authorizes the DuPage County Treasurer to transfer funds collected pursuant to the monthly surcharge imposed on billed wireless subscribers provided by telecommunication carriers pursuant to 50 ILCS 751/25 within the Village of Willowbrook for zip code 60527 and within the Village of Clarendon Hills for zip code 60514. Pursuant to the Ordinance (OFI-03a-89 enacted by the DuPage County Board on October 19, 1989) imposing the 50 cents per month billed subscribers of network connection provided by telecommunications carriers and minus the 3% deducted from the gross amount of the surcharge collected to reimburse the telecommunications carriers for expenses, the DuPage County Emergency Telephone System Board shall remit at the rate of 16 cents for the Village of Willowbrook Police Department and 32 cents for the Village of Clarendon Hills Police Department and Fire Department per month on wireless

subscribers provided by telecommunications carriers commencing for collections made September 1, 2000, to the Southwest Central 9-1-1 System on a monthly basis for payment for 9-1-1 emergency services provided to the Village of Willowbrook and Village of Clarendon Hills. The rate of payments shall be modified in the event SBC Ameritech, its successors or assigns, increases the access line charge per 1,000 lines of network connection. As of June 1, 1993, the access charge per 1000 lines of network connection is \$150.00 or 15 cents per line.

4. **COMPUTATION OF SURCHARGE**

Computation of the funds collected pursuant to the monthly surcharge imposed on billed wireless subscribers in the Village of Willowbrook and the Village of Clarendon Hills shall be based on the percentage of the zip code as established in Paragraph 3 herein above. The computation of funds collected pursuant to the monthly surcharge imposed on billed wireless subscribers in the Village of Willowbrook and Village of Clarendon Hills shall be reviewed annually every August, commencing August 1, 2002, and every year thereafter. The computation of funds shall be based upon the State of Illinois Central Management Services' records pertaining to the number of billed wireless subscribers in the zip codes 60527 and 60514 as now or hereafter modified. access lines in the Village of Willowbrook and the Village of Clarendon Hills during the month of August. Any and all modifications to the computation of funds collected pursuant to the monthly surcharge in the Village of Willowbrook and Village of Clarendon Hills (based on increased or decreased number of billed wireless subscribers and the percentage of zip codes 60527 and 60514. The DuPage County Emergency Telephone System Board and Southwest Central 9-1-1 System acknowledge that the number of billed wireless subscribers will fluctuate monthly, but the percentage of a zip code will only be modified on an annual basis and shall take effect on December 1 of each year following the August 1 review. Said areas shall be updated to include any and all annexations to the Village of Willowbrook and the Village of Clarendon Hills.

5. **THIRD PARTY BENEFICIARY**

The Southwest Central 9-1-1 System and the DuPage County Emergency Telephone System Board shall be governed by and comply with the terms of this Contract and Addendum, and the parties hereto agree to take whatever action may be necessary to be so governed and to comply with the terms of this Contract. The Village of Willowbrook and the Village of Clarendon Hills shall be a third party beneficiary hereto.

6. **TERM**

The term of this Contract and Addendum shall be concurrent with the membership of the Village of Willowbrook and the Village of Clarendon Hills in Southwest Central Dispatch. In the event, the Village of Willowbrook and/or the Village of Clarendon Hills shall no longer be members of Southwest Central Dispatch, this Contract shall be deemed null and void. All monies due and owing the Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

7. CANCELLATION AND TERMINATION

This contract may be cancelled by either party for any reason upon sixty (60) days written notice to the other party. Said written notice shall be either delivered personally or mailed by certified, return receipt requested, to the party at its address set out in paragraph 12 of this contract (or amended address as provided for in paragraph 12). In the case of mailing, the date of mailing shall be deemed effective date notice was tendered in accordance with this paragraph. All monies due and owing Southwest Central 9-1-1 System shall be paid until the date certain upon which the Village of Willowbrook and/or the Village of Clarendon Hills are no longer receiving E-9-1-1 dispatch service from the Southwest Central 9-1-1 System.

8. INSURANCE AND INDEMNIFICATION

Southwest Central 9-1-1 System shall cause DuPage County Emergency Telephone System Board and the County to be named as additional insured's on the insurance policy maintained by Southwest Central 9-1-1 System to insure against liability to third persons for the operation of the Emergency 9-1-1 Telephone System operated by Southwest Central 9-1-1 System.

9. NOTICES

All notices under this contract from one party to the other shall be in writing and be personally delivered or mailed by certified mail, return receipt requested to the address listed below. In the case of mailing the date of mailing shall be deemed the effective date of notice under this contract.

DuPage County Emergency Telephone System Board
421 N. County Farm Road
Wheaton, Illinois 60187

Southwest Central 9-1-1 System
7611 W. College Drive
Palos Heights, Illinois 60463-1008

Either party may change the address it desires to receive notice under this contract by notifying the other party in writing either by personal delivery of notice or by mailing said notice by certified mail, return receipt requested.

10. EFFECTIVE DATE

This Addendum shall be effective when signed by the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System and the modification approved by the Illinois Commerce Commission. This Agreement may be modified only upon the consent of both the DuPage County Emergency Telephone System Board and the Southwest Central 9-1-1 System. In order for said modification to be effective, said modification must be in writing and signed by an authorized representative of the DuPage Emergency Telephone System Board and an authorized representative of the Southwest Central 9-1-1 System.

IN WITNESS WHEREOF, the undersigned parties caused this Contract to be duly executed and attached herewith is a copy of the resolution of the DuPage County Emergency Telephone System Board authorizing the signing official to execute this Contract. This document may be signed in duplicate originals.

SIGNATURES

Southwest Central 9-1-1 System

By: _____

Title: Chairman

Date: _____

DuPage County Emergency Telephone
System Board

By: _____

Title: Chairman, Emergency Telephone
System Board

Date: _____

ATTEST:

By:

Title: Secretary

Date:

ATTEST:

By:

Title: Secretary

Date:

RESOLUTION NO. 02-R- 42

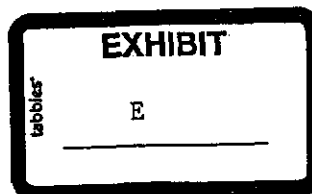
A RESOLUTION DECLARING THE VILLAGE OF WILLOWBROOK'S DETERMINATION THAT SWC911 SHOULD DIRECTLY RECEIVE AND DISPATCH ALL WIRELESS 911 CALLS ORIGINATING IN THE VILLAGE OF WILLOWBROOK AND CENTRAL MANAGEMENT SERVICES SHOULD PAY TO SWC911 39 PERCENT OF THE SURCHARGE GRANT FUNDS RECEIVED BY IT FOR ZIP CODE 60527

WHEREAS, the Village of Willowbrook is a member of Southwest Central Dispatch (S.W.C.D.) an Intergovernmental Cooperation Association, which provides both emergency and non-emergency dispatching services to its fifteen members' police and/or fire departments; and,

WHEREAS, the Village of Willowbrook is a contract member of Southwest Central 9-1-1 System, an Intergovernmental Cooperation Association, as well as an Emergency Telephone System Board ("SWC911"), which provides both wireline and wireless 911 telephone services to its members'/contract members' police and/or fire departments; and,

WHEREAS, S.W.C.D.'s and SWC911's members and contract members are units of local government located in Cook, DuPage, and Will Counties and provide police and/or fire services to their respective citizens; and,

WHEREAS, the Village of Willowbrook pays monthly assessments to S.W.C.D. for the services S.W.C.D. provides to the Village of Willowbrook; and,



is a member of DuPage

WHEREAS, the Village of Willowbrook is a member of the DuPage County Emergency Telephone System Board ("DuPage ETSB"); and

WHEREAS, since 1988 to the present time, in accordance with the specific request of the Village of Willowbrook, a contract has existed between the DuPage ETSB and SWC911 wherein SWC911 has continuously since 1988 to the present time provided to the Village of Willowbrook enhanced 911 wireline telephone service for its police department; and,

WHEREAS, the agreement between the DuPage ETSB and SWC911 authorizes SWC911 to receive all 911 wireline calls directly and dispatch those 911 wireline calls providing enhanced 911 wireline telephone service to the Village of Willowbrook Police Department.

The above-referenced authorization was incorporated into DuPage ETSB's Wireline Plan filed with the Illinois Commerce Commission ("ICC"), as well as SWC911's Wireline Plan filed with the ICC, which Wireline Plans were accepted and approved by the ICC and, thus, SWC911 is the only ETSB currently authorized to directly receive and dispatch 911 wireline calls originating via wireline within the Village of Willowbrook; and,

WHEREAS, the Village of Willowbrook desires that SWC911 continue to provide the Village of Willowbrook enhanced 911 wireline telephone service for its police department as set forth above, and also desires that SWC911 directly receive and dispatch all wireless 911 calls originating within the geographical area of

the Village of Willowbrook which, along with a portion of unincorporated DuPage County and the Village of Burr Ridge, comprises United State's Postal Zip Code 60527; and,

WHEREAS, the Illinois Wireless Emergency Telephone Safety Act, 50 ILCS 751/1 et seq., provides that wireless carriers shall include a surcharge in their bills delivered to wireless subscribers and that the surcharge funds collected shall be deposited, minus an administrative fee, with Central Management Services ("CMS"), two-thirds of which are to be deposited in the Wireless Service Emergency Fund, and said funds shall be distributed by CMS to the appropriate ETSB based upon the U.S. Postal Zip Code of the wireless subscribers' billing address; and,

WHEREAS, a dispute has arisen between the DuPage ETSB and SWC911 wherein DuPage ETSB has declared it is entitled to 69 percent of the surcharge grants to be distributed by CMS for Zip Code 60527 (31 percent to be distributed to the Village of Burr Ridge Emergency Telephone System Board), a small portion of which DuPage ETSB will agree to pay to SWC911 for receiving wireless 911 calls originating within the Village of Willowbrook and which will be routed to SWC911 by DuPage ETSB for SWC911 to dispatch those wireless 911 calls, despite the fact the Village of Willowbrook comprises 39 percent of Zip Code 60527 (the Village of Burr Ridge comprises 31 percent of Zip Code 60527) and SWC911 provides all 911 wireline telephone service to the Village of Willowbrook. SWC911

posits it is entitled to 39 percent of the surcharge funds from Zip Code 60527 (plus the 31 percent received by the Village of Burr Ridge in accordance with an agreement between SWC911 and the Village of Burr Ridge) because it directly receives and dispatches all wireline 911 telephone calls originating via wireline from the Village of Willowbrook and it currently receives and dispatches all wireless 911 calls originating in the Village of Willowbrook requiring a response by the Village of Willowbrook Police Department; and,

WHEREAS, the intent of the Illinois Wireless Emergency Telephone Safety Act is that the ETSB which actually dispatches 911 wireless telephone calls originating in a particular Zip Code or portion of that Zip Code should receive the surcharge grants from DMS for that Zip Code or portion of the Zip Code as appropriate, and therefore, SWC911 should receive 39 percent of the surcharge grants received by CMS for Zip Code 60527 (plus the 31 percent received by the Village of Burr Ridge in accordance with an agreement between SWC911 and the Village of Burr Ridge); and,

WHEREAS, the Village of Willowbrook desires SWC911 to directly receive and dispatch all wireless 911 calls originating within the Village of Willowbrook and that said wireless 911 calls not be received by DuPage ETSB and routed to SWC911 because a procedure permitting DuPage ETSB to receive wireless 911 calls originating with the Village of Willowbrook and route said calls to

SWC911 will create unacceptable safety issues, including but not limited to, the involuntary disconnection of wireless 911 calls precluding the ability to identify the location and nature of the emergency and dispatching an appropriate response to said emergency; and,

WHEREAS, the ICC has accepted and approved SWC911's Wireless Plan thereby authorizing SWC911 to directly receive and dispatch all wireless 911 calls originating within the Village of Willowbrook in the same manner SWC911 directly receives and dispatches all wireline 911 calls originating via wireline within the Village of Willowbrook, so that Willowbrook's wireline and wireless 911 calls are provided a seamless 911 telephone service.

NOW, THEREFORE, BE IT RESOLVED, that the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

Section 1: The Village of Willowbrook has determined that SWC911 should directly receive and dispatch all wireless 911 calls originating within the Village of Willowbrook in the same manner SWC911 currently directly receives and dispatches wireline 911 calls originating via wireline within the Village of Willowbrook, and that said wireless 911 calls originating within the Village of Willowbrook should not be received by DuPage ETSB and routed to SWC911 because such a procedure permitting DuPage to receive wireless 911 calls and route said calls to SWC911 will

create unacceptable safety issues, including but not limited to, the involuntary disconnection of wireless 911 calls precluding the ability to identify the location and nature of the emergency and dispatch an appropriate response to said emergency; and,

Section 2: In accordance with the dictates of the Illinois Wireless Emergency Telephone Safety Act and the factual circumstances recited above in this Resolution, the Village of Willowbrook declares SWC911 is entitled to and must receive from CMS 39 percent of the surcharge grants received by CMS from Wireless Carriers for Zip Code 60527 (plus the 31 percent received by the Village of Burr Ridge in accordance with an agreement between SWC911 and the Village of Burr Ridge); and,

Section 3: This Resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED AND APPROVED by the President and Board of Trustees of the Village of Willowbrook on this 10th day of June 2002.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE:

AYES: 4 Napoli, Brown, Schoenbeck, Pretzer

NAYS: 0 None

ABSTENTIONS: 0 None

ABSENT: 3 Wieder, Landsman, McMahon